

IN THE MATTER OF COMPENSATION)
FOR INJURY TO)
EARL TURNER,)
Employee,)
Vs.)
EASTWOOD-NEALLEY COMPANY,)
a corporation,)
Employer.)
)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
LAW SIDE.

8639

STATEMENT AND PETITION:

The undersigned, being the only parties interested in this matter, hereby petition the Court for approval of the following agreement and settlement, and agree and represent unto the Court as follows:

1. The said employee, Earl Turner, and the said employer, Eastwood-Nealley Company, a corporation, are now, and were, at the time of the alleged injury to said employee, subject to the provisions of the Workmen's Compensation Law of Alabama. The undersigned Hartford Accident & Indemnity Company, a corporation, (being a member of the Hartford Insurance Group), was the insurance carrier for said employer at the time of the injury.

2. The said employee is twenty years of age but is married; it is further shown to this Honorable Court that the said wife is separated from the said employee and has been since August 8, 1968; it is further shown that the said employee can read and understands the English language; allegedly did sustain an injury while working for said employer in Baldwin County, Alabama, on November 21, 1968; it is further shown to the Court that the said employee was working on a loom and went beneath the loom to lift the weights up and a drive chain slipped off of the loom; employee then in an attempt to replace the chain slipped his thumb between the chain and the sprocket and the same resulted in

an injury which necessitated the amputation of the employee's right thumb. It is stipulated between the parties that notice was given of such injury and subsequently the employee was entered in the Mattie L. Rhodes Hospital for treatment and as a result of such treatment incurred the following medical and hospital expenses:

Dr. Byron E. Green, Jr.	\$25.00
Dr. William J. Neely	\$118.00
Dr. George B. Halliday	\$331.20
Mattie L. Rhodes Hospital	\$964.40
TOTAL	<u>\$1,438.60</u>

At the time of said accident the said employee was receiving average weekly wages in the sum of \$79.04; that 60% of said wages equals \$47.42; that the maximum payment under the Workmen's Compensation Act of the State of Alabama is \$44.00 per week; that said employee would be entitled to draw \$44.00 per week for a period of sixty-two weeks for a total of \$2,728.00; that the computed value of said sum in accordance with the law is the sum of \$2,667.41. That the said insurance carrier of the said employer proposes to pay the sum of \$2,667.41 to the said employee in satisfaction in full for the injury sustained by him.

3. Neither the employer or its insurance carrier waive any rights that they have as to notice, actual or constructive, by their appearance in this cause, and enter an appearance for the sole purpose of making settlement of the medical and compensation alleged due the employee by the employer and allege that it is for the best interest that said employee, Earl Turner, accept the sum set forth hereinabove as full compensation that he is and was entitled to receive from the said employer and its insurance carrier on account of any injury sustained by the employee while working for the employer in November 1968.

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4. The employee acknowledged that he has received to date all medical and surgical treatments and benefits of every type given and provided by the Workmen's Compensation Act of Alabama, and to which he was and might be entitled by virtue thereof.

5. The settlement as set out herein contains the whole agreement between the parties hereto.

DATED at Bay Minette, Alabama, on this the 7 day of April, 1969.

EASTWOOD-NEALLEY COMPANY,
a corporation

By: HARTFORD ACCIDENT & INDEMNITY
COMPANY, a corporation

By: [Signature]
As Its Attorney

Earl Turner
Earl Turner, Employee

STATE OF ALABAMA

BALDWIN COUNTY

On this the 7th day of April, 1969, before me, a Notary Public in and for said State and County, personally appeared Earl Turner, to me known to be the identical person described in and who executed the foregoing instrument as employee, and acknowledges that the same is true; and after reading the same or having the same read to him, and with a full understanding of the terms thereof and the effect thereof, he executed the same as his free act and deed and for the uses and purposes therein expressed, and as full settlement for all claims on account of said injury.

[Signature]
Notary Public, Baldwin County, Alabama

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ALICE J. DUCK CLERK
REGISTER

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)	
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)	

ORDER APPROVING SETTLEMENT AND PETITION

Upon reading the foregoing joint petition, agreement and statement of the parties, and being fully advised in the premises, and it appearing that the allegations of the said petition are true and that the settlement is substantially in accordance with the provisions of the Workmen's Compensation Law of Alabama; it is ORDERED by the Court as follows:

1. That the said petition, settlement and release be and the same are hereby approved.
2. The said employer, Eastwood-Nealley Company, a corporation, and Hartford Accident & Indemnity Company, a corporation, have made full payment to the said Earl Turner, of all amounts due to him for the injury described in the foregoing petition and settlement, and upon the payment of said amounts, they shall be, and are hereby released from all other and further liability to the said employee, Earl Turner.
3. The costs of this proceeding are hereby taxed against the employer's said insurance carrier, Hartford Accident and Indemnity Company, a corporation.

DATED at Bay Minette, Alabama, this 7th day of April, 1969.

John J. Madeline
Judge

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Employer.)	
)	

RECEIPT AND RELEASE:

The undersigned, Earl Turner, for and in consideration of the sum of \$4,106.01, for medical and compensation to him paid by Hartford Accident and Indemnity Company, a corporation, the insurance carrier for the above stated Eastwood-Nealley Company, a corporation, has and does hereby fully and completely release and discharge the said Eastwood-Nealley Company, a corporation, and the Hartford Accident and Indemnity Company, a corporation, from all further and other liability of every kind and nature which exists or may exist because of the injury received by the said Earl Turner while employed by Eastwood-Nealley Company, a corporation, which injury occurred on November 21, 1968, while working on a loom in the company of the employer in Bay Minette, Alabama, at which time the undersigned, Earl Turner, and Eastwood-Nealley Company, a corporation, his said employer, were subject to the provisions of the Workmen's Compensation Act of the State of Alabama.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 9th day of April, 1969.

Earl Turner (SEAL)
Earl Turner

STATE OF ALABAMA

BALDWIN COUNTY

I, the undersigned Notary Public, within and for said State and County, hereby certify that Earl Turner, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 9th day of April, 1969.

Alice L. Miller
Notary Public, Baldwin County, Alabama

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ALICE J. DUCK CLERK
REGISTER